



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

File Number: LTB-L-016406-25-RV

In the matter of: Basement, 761 COMSTOCK CRES
BROCKVILLE ON K6V6C9

Between: Kimberley Rodgers Landlord

And

Nathanial Jackson Tenant

Review Order

Kimberley Rodgers (the 'Landlord') applied for an order to terminate the tenancy and evict Nathanial Jackson (the 'Tenant') because:

- the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was resolved by order LTB-L-016406-25 issued on August 6, 2025 as a result of a hearing that took place on June 30, 2025 where the Tenant was not in attendance.

On September 5, 2025, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On September 8, 2025 interim order LTB-L-016406-25-RV-IN was issued, staying the order issued on August 6, 2025.

The request to review was heard by videoconference on September 23, 2025 and December 3, 2025.

The Landlord and the Tenant attended the hearing. The Landlord was represented by Lorrie McCullough. The Tenant was represented by Francis Dobri.

Also in attendance was the Tenant's support person, Crystal Crete.

Determinations:

1. For the reasons that follow, the request to review is denied and the order remains unchanged. The stay of the order is lifted on June 20, 2026.

Request to Review

2. The Tenant's request to review alleges the Tenant was not reasonably able to participate at the hearing in June 2025 because he could not recall receiving the notice of hearing and if he did, he did not understand the documents. The Tenant also asserts the order contains a serious error when it fails to consider the Tenant's section 83 circumstances and does not provide reasons for the extension granted of an additional 15 days.
3. While the request to review asserts that the Tenant did not receive the notice of hearing, at the hearing, a video¹ recorded by the Landlord of serving the Tenant with the LTB envelope containing the notice of hearing was played; in this video, the Landlord's agent knocks on the door a few times, there is no response so she folds the LTB envelope and wedges it in the door near what appears to be the handle. The Tenant confirmed receiving the envelope that was wedged in his door.
4. The Tenant's support person, CC, submits that even if the Tenant received the notice of hearing, and was able to read the words, he could not have understood what it entailed or what his next steps were. CC testified that she has been involved in the Tenant's care as his community counsellor since October 2024 through the Developmental Services Ontario agency that provides support to people who qualify with intellectual disabilities. The agency is in communication with the Tenant twice a week.
5. CC explains that the Landlord is aware of the Tenant's limitations and has been requested to forward written notices to her as well, in order to accommodate the Tenant's disability but the Landlord did not serve her with the N12, the notice of hearing, or the order. A copy of this request was submitted into evidence – dated November 8, 2024². On cross-examination CC confirmed that she has had conversations with the Tenant about bringing documentation to her so that she could explain them to him but that he did not bring the notice of hearing to her.
6. The Tenant confirms he did not have a separate mailbox at the property so his mail would be delivered to him by the Landlord; he confirms his source of income from ODSP benefits and that he did not have internet or phone service.
7. The Landlord opposes the request to review and submits that the Tenant's caseworkers are not shy about advocating for the Tenant – for example, they approached her previously regarding visual signage for where the garbage goes and notice of entries to be sent to CC but no further requests have been made for all written correspondence to be sent to CC.

ANALYSIS

8. Based on the evidence before the Board, I am not satisfied that the Tenant was not reasonably able to participate at the hearing in June 2025. First, the Tenant's own evidence confirms that he received the notice of hearing.
9. Second, while there is some level of restriction in the Tenant's ability to understand documents as CC asserts, the evidence was insufficient to establish that the Tenant did

¹ DOC-6397646

² DOC 6422500

not have good judgement or was incapable of reaching out to his case worker to review the contents of what he received – particularly where the Tenant was living independently and being supported by the organization twice a week on a regular basis. I note that when the Tenant received the cheque from the Landlord, he was able to know that he had to go to the bank to deposit it.

10. I note the doctor's letter³ dated June 11, 2025 submitted defines what cognitive functions and adaptive skills entail but fails to identify the specifics related to the Tenant's restrictions to understand the level of impairment the Tenant may have. It does go on to speak to the Tenant's weak areas tested during his schooling age and indicates they persist and will be life-long in nature.
11. With respect to the accommodation request from the agency to the Landlord, in reviewing the email presented between the parties, it appears that the request was made in the context of notices of entry and did not extend to all documentation. Further requests were made with respect to visual signage so if the Tenant required all documentation to be forwarded to the agency, I find the agency would have advocated for that.
12. In *Timbercreek Asset Management Inc. v.*, 2024 ONSC 4041, the Tenant appealed two decisions that were based on hearings where he did not attend. While he was also a tenant receiving disability benefits, he intended to attend the hearings and participate but for his car trouble the first time and not knowing how to connect to the hearing room in the second case (although his evidence was inconsistent about why he missed the second hearing).
13. But in the case before me, the Tenant has not established a genuine intention of participating in the hearing. I say this because I find a reasonable person having difficulty understanding documents would present them to their caseworker or support person to understand the nature of its contents and make efforts to attend but in this case, it appears that Tenant elected not to speak to his worker about the notice of hearing and board documents. This is not the same as not being reasonably able to participate at the hearing. Therefore the request to review on the grounds of not reasonably able to participate is denied.
14. With respect to the grounds of a serious error, I do not find this to be the case. First, the Tenant could have attended the hearing and presented his circumstances related to section 83 but did not do so. Second, while I note the reasons do not appear to be well-articulated, the hearing took place in the Tenant's absence and the standard typical order that would issue was one where eviction is ordered in 11-days. The exercise of the discretion by the adjudicator to grant the Tenant 25-days only benefits the Tenant. Discretionary decisions are entitled to deference unless they are out of the range of reasonable outcomes – which I do not find the case to be here under the circumstances.
15. With respect to when to lift the stay, given the length of time since the application was filed, the hearing of the review and the issuance of this order, and considering the Tenant receives support from caseworkers, and his personal circumstances, as well as balancing

³ Doc 6429752 p4-6

that with the Landlord's son's need for his own place, I find a brief delay of 30 days to be appropriate.

16. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The request to review order LTB-L-016406-25 issued on August 6, 2025 is denied. The order is confirmed and remains unchanged.
2. The interim order issued on Septemebr 8, 2025 is cancelled.
3. The stay of order LTB-L-016406-25 is lifted on June 20, 2026.

May 20, 2026
Date Issued

Sonia Anwar-Ali
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.